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(Mass.) 99. Because a release after the loss cuts off this right to a remedy over on payment of the insurance, it discharges the company. *Dilling v. Draemel*, 16 Daly (N. Y.) 104. The insurance company, however, is entitled only to the right the insured had. And if a contract made before loss prevents the insured from suing the wrongdoer, the company has no claim against the latter. *Savannah Fire & Marine Ins. Co. v. Pelzer Mfg. Co.*, 60 Fed. 39. Upon paying the insurance, the company is subrogated to the rights of the insured. *Liverpool & Great Western Steam Co. v. Phenix Ins. Co.*, 129 U. S. 397, 462. Yet since the claim is still in the name of the insured, it would seem that a release for consideration, given by him to a wrongdoer ignorant of the payment, should be effective. But if the release were gratuitous, it should be set aside. A release taken with knowledge of the payment, as in the principal case, is a fraud on the insurance company and despite consideration is therefore void. *The Monmouth County Mut. Fire Ins. Co. v. Hutchinson, etc., Transportation Co.*, 21 N. J. Eq. 107.

JOINT TENANCY — WHETHER JOINT TENANCY OR TENANCY IN COMMON CREATED. — An owner of a term for years granted it by deed to A and B, "their executors, administrators, and assigns." *Held*, that they take as joint tenants. *Goddard v. Lewis*, 25 T. L. R. 813 (Eng., K. B. D., July 31, 1909). See NOTES, p. 214.

JUDGMENTS — FOREIGN JUDGMENTS — EQUITABLE DECREE AS A CAUSE OF ACTION IN ANOTHER STATE. — In divorce proceedings between A and B, both of whom were before it, a Washington court ordered that B convey to A certain land situated in Nebraska. B fraudulently conveyed the land to C who had notice of the decree. Relying on the Washington decree, A brought a bill in a Nebraska court to quiet title to the land, but was denied relief on the ground that the foreign court had no jurisdiction. *Held*, that the Nebraska decision does not deny full faith and credit to the foreign decree. *Fall v. Eastin*, U. S. Sup. Ct., Nov. 1, 1909.

Justice Holmes, in a concurring opinion, intimates that the foreign decree should have the same effect on the equitable obligations of the parties and their privies as a foreign decree for specific performance of a contract. But he points out that whatever the result reached by the court on this point, the requirements of full faith and credit have been complied with. For a discussion of the principles involved, see 21 HARV. L. REV. 210.

QUASI-CONTRACTS. — NATURE AND SCOPE OF THE OBLIGATION — RECOVERY FROM ESTATE OF MONEY LOANED TO EXECUTRIX. — An executrix, having mismanaged an estate, was forced to borrow money of the plaintiff, in order to pay taxes on realty belonging to the estate. After the executrix became insolvent, the plaintiff sued in equity to recover the loan. *Held*, that he can recover directly from the estate. *Stillman v. Holmes*, 54 Ohio L. Bull. 84, No. 44 (Oh., Franklin County Ct., Sept. 20, 1909).

Since an executor has no authority to borrow money, the plaintiff had no right at law against the estate. *Merchants' Nat'l Bank v. Weeks*, 53 Vt. 115. And since the plaintiff was neither liable for nor interested in the payment of the taxes, he could not have been subrogated to the rights of the tax collector. *Brown v. Hooks*, 65 S. E. 780 (Ga.). But as an executor may ordinarily be reimbursed for money spent for the benefit of the estate, one lending him money has a remedy by way of equitable attachment of the executor's claim against the estate. *Williamson's Appeal*, 94 Pa. St. 231. See 14 HARV. L. REV. 67. But this procedure is impossible in the case under discussion, because an executor by misconduct loses his right to reimbursement. *In re Johnson*, 15 Ch. D. 548. The court, however, seems justified in holding that resort to these derivative remedies is here unnecessary; for since it is unconscionable for the estate to profit at the plaintiff's expense, the estate is under a quasi-contractual obligation to reimburse him.